

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)  
(Jointly Administered)

Debtors.

## MUTIPLE TRANSFERS OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

CANTOR FITZGERALD & CO.

Tricadia Distressed and Special Situations Master Fund, Ltd.

Name of Transferee

Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known): multiple—please see attached schedule

110 East 59th Street  
New York, NY 10022  
Attention: Nathan Plotkin  
Telephone: 212-829-4889  
Email: [nplotkin@cantor.com](mailto:nplotkin@cantor.com)  
Fax: (212) 504-7954

Amount of Claim Transferred: please see attached schedule

Date Claims Filed: please see attached

Debtor: Lehman Brothers Holdings Inc.

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_  
Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee/Transferee's Agent

Date: October 10, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



**Schedule of Claims Transferred**

	<b>Court Claim #</b>	<b>ISIN</b>	<b>Amount of Claim Transferred (as allowed)</b>	<b>Date Claim Filed</b>
1.	58098	XS0283497005	\$6,560,620.97	10/30/09
2.	58098	AU300LBTC011	\$1,219,157.04	10/30/09
3.	58098	CH0029197156	\$742,409.38	10/30/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **TRICADIA DISTRESSED AND SPECIAL SITUATIONS MASTER FUND, LTD.** (“Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to **CANTOR FITZGERALD & CO.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal specified in Schedule 1 attached hereto (the “Purchased Claim”), in Seller’s right, title and interest in and to Proof of Claim Number **58098** filed by Seller (the “Proof of Claim”) against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (JMP) (the “Debtor”), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”)), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a “Purchased Security”) relating to the Purchased Claim and specified in Schedule 1 attached hereto, (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; and (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e) the “Transferred Claims”). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims of the Seller.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, objections, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Purchaser a true and correct copy of the most recent Notice of Proposed Allowed Claim Amount, dated August 24, 2011, including any and all related exhibits, issued by or on behalf of the Debtor with respect to the Proof of Claim, and as of the date hereof, Seller has not received any revised Notice of Proposed Allowed Claim Amount; (h) there are no objections to the Transferred Claims and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents; (i) Seller, in accordance with the terms of the Effective Plan (as defined below), submitted all requisite forms to the Debtor (on or prior to the deadline of March 23, 2012), including without limitation any tax forms and OFAC certificates, in order to receive distributions relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors (“the Effective Plan”), dated December 5, 2011; (j) no distributions, proceeds, assets, cash or other amounts have been received by Seller in respect of the Transferred Claims as of the date of this Agreement and Evidence of Transfer of Claim, other than distributions on account of the Proof of Claim in the amount of (i) \$329,769.92 received on or about April 17, 2012 and (ii) \$222,535.26 received on or about October 1, 2012 (the “October Distribution”).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the Proceedings, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e). Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations, warranties, covenants or agreements made herein.

5. Seller shall promptly (but in any event no later than three (3) business days following receipt) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims and provide any notices or correspondence related thereto to Purchaser after the date of this Agreement and Evidence of Transfer of Claim. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller (the date of such transfer, the "Settlement Date"). This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall take such action or omit to take such action as Buyer reasonably directs with respect to any election to be made with respect to the Transferred Rights if Seller is the record holder of the Purchased Claim in respect to such election.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property (including, without limitation, the October Distribution) received by Seller on or after September 10, 2012 (the "Trade Date") (whether or not such date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by Seller to it in respect of distributions, assets, cash, property and amounts received by Seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller on or after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

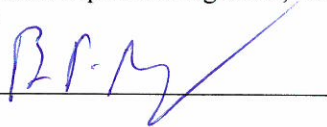
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 10 day of October 2012.

**SELLER**

**TRICADIA DISTRESSED AND SPECIAL  
SITUATIONS MASTER FUND, LTD.**

By: Tricadia Capital Management, LLC, as investment  
manager

By:   
Name:  
Title:

**Barry Monday**  
**Chief Administrative Officer**

**Address:**

c/o Tricadia Capital Management, LLC  
780 Third Avenue, 29th Floor  
New York, NY 10017  
Attention: James McKee  
Telephone: 646-525-3824  
E-mail: [jmckee@tricadiacapital.com](mailto:jmckee@tricadiacapital.com)  
Fax: 646-218-1585

**PURCHASER**

**CANTOR FITZGERALD & CO.**

By: \_\_\_\_\_  
Name:  
Title:

**Address:**

110 East 59th Street  
New York, NY 10022  
Attention: Nathan Plotkin  
Telephone: 212-829-4889  
E-mail: [nplotkin@cantor.com](mailto:nplotkin@cantor.com)  
Fax: 212-504-7954

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 10 day of October 2012.

**SELLER**

**TRICADIA DISTRESSED AND SPECIAL  
SITUATIONS MASTER FUND, LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**Address:**  
c/o Tricadia Capital Management, LLC  
780 Third Avenue, 29th Floor  
New York, NY 10017  
Attention: Andrew Schinder  
Telephone: 212-891-5023  
E-mail: [aschinder@tricadiacapital.com](mailto:aschinder@tricadiacapital.com)  
Fax: 646-218-1585

**PURCHASER**

**CANTOR FITZGERALD & CO.**

By: \_\_\_\_\_  
Name: *Shawn Matthews*  
Title: *Chief Executive Officer*



**Address:**  
110 East 59th Street  
New York, NY 10022  
Attention: Nathan Plotkin  
Telephone: 212-829-4889  
E-mail: [nplotkin@cantor.com](mailto:nplotkin@cantor.com)  
Fax: 212-504-7954

Schedule 1

Transferred Claims

Purchased Claims

1. \$6,560,620.97 of XS0283497005, which is 100% of the allowed amount of XS0283497005 of the Proof of Claim as of the date hereof.
2. \$1,219,157.04 of AU300LBTC011, which is 100% of the allowed amount of AU300LBTC011 of the Proof of Claim as of the date hereof.
3. \$742,409.38 of CH0029197156, which is 100% of the allowed amount of CH0029197156 of the Proof of Claim as of the date hereof.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 17,000,000 CMS-linked Notes due January 2017 consolidated with EUR 360,000,000 CMS-linked Notes due January 2017 by Lehman Brothers Treasury Co. B.V. Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	XS0283497005 (blocking no. 6043658)	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 4,500,000.00	4.46016%	01/31/2017	\$178,569
Issue of AUD 250,000,000 Fixed Rate Australian Domestic Notes due 24 August 2011 by Lehman Brothers Treasury Co. B.V. under the US	AU300LBTC011 (blocking no. 6043649)	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	AUD 1,500,000.00	6.65%	08/24/2011	\$4,850



\$60,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG							
Issue of 2.875% Notes of CHF 150,000,000 due 14 March 2013 by Lehman Brothers Treasury Co. B.V. unconditionally and irrevocably guaranteed by Lehman Brothers Holding Inc. under the U.S. \$60,000,000,000 Euro Medium-Term Note Program	CH0029197156 (blocking no. 6043650)	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHF 1,500,000.00	2.875%	03/14/2013	\$24,730